

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Firm-Fixed-Price | Page 1 Of 7 | | | | | | |
|---|--|--------------------------------|--|---|-------------|--|--|---|--|-------------------------------|--|
| 2. Amendment/Modification No. P00001 | | 3. Effective Date 2004MAY11 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | | | | | |
| 6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAC JOHN DENYS (586)574-6580 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: DENYSJ@TACOM.ARMY.MIL | | | | Code W56HZV | | 7. Administered By (If other than Item 6) DCMA INDIANAPOLIS EMMETT J. BEAN CENTER 8899 E. 56TH ST. INDIANAPOLIS, IN 46249-5701 | | | | Code S1501A | |
| | | | | SCD C | | PAS NONE | | ADP PT HQ0337 | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SWISS CONTROLS, INC. 2603 E. BARKER AVE. MICHIGAN CITY, IN. 46360 | | | | | | <input type="checkbox"/> | | 9A. Amendment Of Solicitation No. | | | |
| | | | | | | <input type="checkbox"/> | | 9B. Dated (See Item 11) | | | |
| | | | | | | <input checked="" type="checkbox"/> | | 10A. Modification Of Contract/Order No. W56HZV-04-D-0150 | | | |
| TYPE BUSINESS: Other Small Business Performing in U.S. | | | | | | <input type="checkbox"/> | | 10B. Dated (See Item 13) 2004APR28 | | | |
| Code 28501 | | Facility Code 1F926 | | | | | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | | | | | |
| 12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA | | | | | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | | | | | |
| KIND MOD CODE: G | | | | | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In | | | | | | | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | | | | | |
| <input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties | | | | | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | | | | | |
| Contract Expiration Date: 2009APR30 | | | | | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | | | 16A. Name And Title Of Contracting Officer (Type or print) MARIE T. GAPINSKI GAPINSKM@TACOM.ARMY.MIL (586)574-5333 | | | | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | | | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | | | 16C. Date Signed 2004MAY11 | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | | | 30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | | | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 2 of 7 |
| | PIIN/SIIN W56HZV-04-D-0150 | MOD/AMD P00001 | |
| Name of Offeror or Contractor: SWISS CONTROLS, INC. | | | |

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of modification P00001 to W56HZV-04-D-0150 is to change the contract's packaging clause 52.211.4516 (provision number 35) entitled "Packaging Requirements (Selective Group Packaging Requirements)" to that shown on the attached page.
2. As a result of the above change, the unit price for each ordering year is decrease by \$0.06 per unit to those shown on the attached "B" pages.
3. The above changes apply to all current and future orders placed under this contract for all ordering years. All other terms and conditions remain unchanged.
4. The Contractor and Government do mutually agree that any claims or obligations arising as a result of this modification are hereby satisfied.

*** END OF NARRATIVE A 007 ***

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Name of Offeror or Contractor: SWISS CONTROLS, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|--------|
| 0011 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 6220-00-880-1624 NOUN: LIGHT, PARKING FSCM: 19207 PART NR: 11614156 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 11614156 DATE: 17-DEC-2003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | EA | \$ 25.10000 | |
| 0012 | <p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 6220-00-880-1624 NOUN: LIGHT, PARKING FSCM: 19207 PART NR: 11614156 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 11614156 DATE: 17-DEC-2003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | EA | \$ 25.10000 | |
| 0013 | <p><u>THIRD ORDERING YEAR</u></p> | | EA | \$ 25.83000 | |

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Name of Offeror or Contractor: SWISS CONTROLS, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| 0014 | <u>FOURTH ORDERING YEAR</u> | | EA | \$ 26.34000 | |
| | <p>NSN: 6220-00-880-1624 NOUN: LIGHT, PARKING FSCM: 19207 PART NR: 11614156 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 11614156 DATE: 17-DEC-2003</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | | |
| 0015 | <u>FIFTH ORDERING YEAR</u> | | EA | \$ 27.00000 | |
| | <p>NSN: 6220-00-880-1624 NOUN: LIGHT, PARKING FSCM: 19207</p> | | | | |

Name of Offeror or Contractor: SWISS CONTROLS, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | <div>PART NR: 11614156</div> <div>SECURITY CLASS: Unclassified</div> <div></div> <div><u>Description/Specs./Work Statement</u></div> <div>TOP DRAWING NR: TDP 11614156</div> <div>DATE: 17-DEC-2003</div> <div></div> <div><u>Packaging and Marking</u></div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>SEE PACKAGING REQUIREMENT CLAUSE</div> <div>LEVEL PRESERVATION: Military</div> <div>LEVEL PACKING: B</div> <div></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> | | | | |

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| Name of Offeror or Contractor: SWISS CONTROLS, INC. | | |

SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------------------|------------------------|---|-------------|
| I-1 CHANGED 52.211-4516 (TACOM) | | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) | MAR/2004 |

(a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- (1) Preservation Method Code: 10 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: 00 (Table j.iii)
- (4) Wrapping Material Code: JA (Table j.iv)
- (5) Cushioning and Dunnage Code: 00 (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: 0 (Table j.vi)
- (7) Unit Container Code: D3 (Table j.vii)
- (8) Intermediate Container Code: D3 (Table j.vii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: Q (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec. 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0150 MOD/AMD P00001 | Page 7 of 7 |
| Name of Offeror or Contractor: SWISS CONTROLS, INC. | | |

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
- . P4030.19/DLAM 4145.3 (for military air shipments)

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: Unit container is box EC within Bag BL

[End of Clause]